

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re: Case No. 17-32006  
PREMIER MARINE, INC., Chapter 11  
Debtor.

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**NOTICE OF HEARING AND MOTION FOR EXPEDITED HEARING  
FOR INTERIM AND FINAL ORDERS AUTHORIZING  
USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION**

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TO: Entities Specified in Local Rule 9013-3.

1. Premier Marine, Inc. (“Debtor or Premier Marine”), through its undersigned attorneys, moves the Court for the relief requested below and gives notice of hearing.

**PRELIMINARY HEARING**

2. The Court will hold a hearing on this motion at **2:30 p.m.** on **June 22, 2017**, before the Honorable Katherine A. Constantine, Courtroom 2C, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and served prior to the hearing. **Unless a response opposing the motion is timely filed, the Court may grant the motion without a hearing.**

**FINAL HEARING**

4. The Court will hold a **final** hearing on this motion at **10:00 a.m. on July 11, 2017**, before the Honorable Katherine A. Constantine, Courtroom 2C, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

5. Any response to this motion must be filed and served not later than **July 6, 2017**, which is five (5) days before the time set for the Final Hearing (including Saturdays, Sundays, and holidays). **Unless a response opposing the motion is timely filed, the Court may grant the relief requested in the motion without a hearing.**

6. This Court has jurisdiction over this motion under 28. U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on June 19, 2017 (the “Petition Date”). This case is now pending before this Court.

7. This motion arises under 11 U.S.C. § 363 and Bankruptcy Rule 4001(b). This motion is filed under Bankruptcy Rules 9014 and Local Rules 4001-2 and 9013. By this motion Debtor seeks authority for use of cash collateral through July 11, 2017 and to grant replacement liens (“Motion”).

**BUSINESS OF DEBTOR**

8. Premier Marine Inc., a Minnesota corporation (“Debtor”) is a family owned business formed in 1992 by Robert Menne and Eugene Hallberg (“Hallberg”). For 25 years the Debtor has manufactured “Premier” brand pontoon boats in Wyoming, Minnesota. The Debtor sells Premier pontoons through a network of 197 independent dealers located throughout the United States and Canada.

9. The Debtor manufactures and sells approximately 2,000 pontoons a year having generated \$58,405,559 and \$59,584,693 in net sales for the years ending December 31, 2016 and 2015. The Debtor has 150 full time employees and regularly employs up to 20 part time and seasonal employees. The Menne family controls 72.8% of the Debtor equity. Hallberg controls the remaining 27.2% and is the Debtor's landlord.

10. The need for reorganization in chapter 11 was precipitated by a failed acquisition of another pontoon manufacturer in 2011. The Debtor suffered substantial losses in 2014, 2015 and 2016 attributable to the purchase and manufacture of the Palm Beach and Weeres brands in New Ulm, Minnesota, termination of manufacturing in New Ulm and the transition to manufacturing of the brands at the Debtor's Wyoming facilities. The Palm Beach and Weeres brands were discontinued in in January 2017.

11. The acquisition losses left the Debtor with inadequate cash to operate efficiently and profitably as it had for more than 20 years. In response to lender and vendor pressures and a growing back log of dealer orders the Menne family solicited prospective buyers, equity partners and subordinate debt lenders. The Debtor secured a \$2,500,000 lending commitment necessary and sufficient to resume normal production.

12. The chapter 11 was filed in response to an eviction action commenced by Hallberg for the nonpayment of rent. The chapter 11 is necessary to attract a new equity partner, reject the Hallberg leases, consolidate manufacturing under a single roof and reorganize the business for the mutual benefit of the Debtor creditors, employees and dealer network.

### **SECURED LENDERS**

13. The Debtor is indebted to American Bank of the North (“ABN”) in the approximate total principal amount of \$6,521,648 (“ABN Debt”) as of the Petition Date. The ABN Debt evidenced by two Notes and a revolving credit account is secured by a duly perfected first priority lien in substantially all assets of the Debtor, including inventory, accounts, equipment and general intangibles. As of the date of this Motion, ABN has not consented to the use of cash collateral. The ABN Debt is over secured.

14. The Debtor is indebted to Trusek, LLC (“Trusek”) in the approximate amount of \$500,000 (“Trusek Debt”) as of the Petition Date. The Trusek Debt evidenced by loan and security documents is secured by a duly perfected lien in substantially all assets of the Debtor, including inventory, accounts, equipment and general intangibles. The Trusek Debt is junior in priority to the lien of ABN. As of the date of this Motion, Trusek has not consented to the use of cash collateral. The Trusek claims are over secured.

15. The Debtor is indebted to Wells Fargo Equipment Finance, LLC (“WFEF”) in the approximate principal amount of \$143,599.58 as of the Petition Date. Obligations owing WFEF are secured by a first priority lien in specific vehicles. As of the date of this Motion WFEF has not consented to the use of cash collateral. The WFEF claims are over secured.

16. The Debtor is indebted to Ford Motor Credit (“FMC”) in the approximate principal amount of \$60,337.96 as of the Petition Date. Obligations owing FMC are secured by a first priority lien in specific vehicles. As of the date of this Motion FMC has not consented to the use of cash collateral. The FMC claims are over secured.

17. The Debtor is indebted to TD Auto Finance (“TD Auto”) in the approximate principal amount of \$21,814.92 as of the Petition Date. Obligations owing TD Auto are secured by a first priority lien in a specific vehicle. As of the date of this Motion TD Auto has not consented to the use of cash collateral.

18. The Debtor seeks authority to use cash collateral for the purposes and in the approximate amounts set forth in the budget attached as **Exhibit A** (“Budget”) and to grant adequate protection.

#### **ESTIMATED COLLATERAL VALUE**

19. On the Petition Date and as of the date of the hearing on this Motion, the Debtor's collateral has the following estimated value:

Cash	\$ 5,000
Accounts Receivable (Liquidation Value)	\$ 581,000
CD Pledged for LOC in Favor of Wells Fargo	\$ 1,000,000
Cash Reserve with NorthPoint Floorplan Lender	\$ 6,772
Inventory (Book Value)	\$ 9,120,000
Equipment	\$ 3,738,363
Web Domains and Other Intellectual Property	<u>\$ 399,000</u>
Total	\$14,850,135

As of October 28, 2017, assuming that the DIP financing is approved on an interim and final basis,

Debtor estimates that the Collateral's value, will be:

Cash	\$ 666,763
Accounts Receivable (Liquidation Value)	\$ 1,122,837
CD Pledged for LOC in Favor of Wells Fargo	\$ 1,000,000
Cash Reserve with NorthPoint Floorplan Lender	\$ 513,236
Inventory (Book Value)	\$10,643,000
Equipment	\$ 3,738,363
Web Domains and Other Intellectual Property	<u>\$ 399,000</u>
Total	\$18,083,199

### **ADEQUATE PROTECTION**

20. Pursuant to the requirements of 11 U.S.C. § 363(e), the Debtor proposes as adequate protection for ABN to grant (i) replacement liens in ABN's respective collateral; and (ii) to make monthly cash payments of interest at the contract rate under the prepetition ABN loan each in the amount of \$29,681.00. The interest of ABN is adequately protected by the monthly cash payment of interest.

21. Pursuant to the requirements of 11 U.S.C. § 363(e), the Debtor proposes as adequate protection for Trusek to grant (i) replacement liens in Trusek's respective collateral; and (ii) to make monthly cash payments of interest at the contract rate under the prepetition Trusek loan each in the amount of \$5,000.00. The interest of Trusek is adequately protected by the monthly cash payment of interest.

22. Pursuant to the requirements of 11 U.S.C. § 363(e), the Debtor proposes as adequate protection for WFEF to grant (i) replacement liens in WFEF's respective collateral; and (ii) to make monthly cash payments of interest at the contract rate under the prepetition WFEF loan each in the amount of \$520.00. The interest of WFEF is adequately protected by the monthly cash payment of interest.

23. Pursuant to the requirements of 11 U.S.C. § 363(e), the Debtor proposes as adequate protection for FMC to grant (i) replacement liens in FMC's respective collateral; and (ii) to make monthly cash payments of interest at the contract rate under the prepetition FMC loan each in the amount of \$169.00. The interest of FMC is adequately protected by the monthly cash payment of interest.

24. Pursuant to the requirements of 11 U.S.C. § 363(e), the Debtor proposes as adequate protection for TD Auto to grant (i) replacement liens in TD Auto's respective collateral; and (ii) to make monthly cash payments of interest at the contract rate under the prepetition TD Auto loan in the amount of \$54.00. The interest of TD Auto is adequately protected by the monthly cash payment of interest.

25. The Debtor projects that it can operate in the ordinary course through October 28, 2017 with use of cash collateral and post-petition financing on the terms set forth in the Debtor's Motion to Approve Post-Petition Financing.

#### **FLOOR PLAN FINANCING**

26. Wells Fargo Commercial Distribution Finance, LLC ("WF") terminated the Debtor's dealer floor plan financing program effective as of January 31, 2017. The Debtor and WF are parties to a Repurchase Agreement dated October 31, 1998, as amended and restated, under which the Debtor is obligated to repurchase pontoons for 2 years from the date of dealer purchase ("WF Repurchase Agreement"). Upon termination of the WF floor plan the Debtor pledged and deposited a \$1,000,000 certificate of deposit ("CD") with Midwest Bank in consideration for the issuance of a \$1,000,000 letter of credit for the benefit of WF ("Midwest LOC"). The Midwest LOC secures performance of the Debtor's contingent and unliquidated obligations under the WF

Repurchase Agreement. As of the Petition Date the Debtor was current in performance of all obligations under the WF Repurchase Agreement. On average, the Debtor repurchases less than 1 pontoon annually. In the unlikely event of repurchase the Debtor promptly sells the pontoon to another dealer for a purchase price at least equal to the WF repurchase price.

27. The Debtor obligations to Midwest Bank are fully secured by the CD and Midwest Bank's interest in cash collateral is adequately protected.

28. The Debtor's contingent and unliquidated obligations to WF under the WF Repurchase Agreement are unsecured.

29. The Debtor and Northpoint Commercial Finance LLC, a Delaware LLC ("Northpoint") are parties to a Repurchase Agreement dated February 26, 2015, as amended, under which the Debtor is obligated to repurchase pontoons for 2 years from the date of dealer purchase ("Northpoint Repurchase Agreement"). The Debtor and Northpoint are also parties to a Cash Collateral Agreement dated February 1, 2017 under which the Debtor agreed that Northpoint may thereafter withhold 5% of the net purchase price of each pontoon sold under the Northpoint dealer floor plan ("Collateral Reserve") and granted Northpoint a security interest in the Collateral Reserve to secure performance of the Debtor's obligations under the Northpoint Repurchase Agreement. As of the Petition Date the Debtor was current in performance of all obligations under the Northpoint Repurchase Agreement. As of the Petition Date the Collateral Reserve was approximately \$42,000.

30. The Debtor's dealer network regularly uses the Northpoint floor plan program to finance the purchase of Debtor pontoons, particularly new model year purchases which first become available for purchase in August of each year. Without an ongoing floor plan program



dealers would be forced to pay cash on delivery or find an independent financing source. Termination of the Northpoint floor plan would likely disrupt the purchase cycle and reduce the number of pontoons sold by the Debtor.

31. As adequate protection of Northpoint's interest in the Collateral Account and to secure the Debtor's obligations arising under the Northpoint Repurchase Agreement after the Petition Date the Debtor proposes to continue to allow Northpoint to withhold 5% of the net purchase price of each pontoon sold after the Petition Date under the Northpoint floor plan program according to the terms of the Northpoint Repurchase Agreement. In exchange, the Debtor proposes that Northpoint issue a credit to the Debtor, to be applied to Collateral Reserve obligations as obligations become due, in an amount equal to the 5% Collateral Reserve deposit for a pontoon when purchased and removed from the dealer floor plan. As of the Petition Date Northpoint has not consented to the use of cash collateral.

#### **VENDORS IN POSSESSION OF ESTATE PROPERTY**

32. The Debtor purchases pontoon parts from a number of vendors qualified to make parts to specification utilizing tooling and molds owned by the Debtor. Some or all of the vendors may assert statutory or possessory liens under applicable State law in response to Debtor's demand for turnover of estate property. In each case there is a prepetition balance owing the vendor.

33. Upon termination of a supplier relationship, the Debtor has an urgent need to recover its tooling and molds for delivery to a new parts supplier. Any delay in recovery of estate property will cause pontoon production and delivery delays, disrupt projected cash flow, jeopardize dealer orders and immediate and irreparable harm to the Debtor.

34. The vendors listed on **Exhibit B** to the motion are in possession of the scheduled Debtor tooling and molds necessary to production of 2017 and 2018 model year pontoons (“Vendors”). The Debtor intends to continue to purchase parts from the Vendors on a cash basis during the case. Upon termination of a supplier relationship for any reason, the Debtor will make demand for immediate turnover of estate property in the Vendor's possession. While the Debtor has the right to demand turnover under 11 U.S.C. § 542, the Vendor is entitled to adequate protection of its interests, if any, in the tooling and molds.

35. As adequate protection for the Vendors interests, the Debtor proposes to grant the Vendors a replacement lien in the estate property surrendered in response to a Debtor demand for turnover. The replacement lien will have the same validity, value and priority as any possessory lien or interest the Vendors had prior to turnover. All rights of the Debtor, other lenders and the Vendors respecting a determination of title to the tooling and molds and the validity, priority and value of the Vendor lien shall be reserved.

36. Pending the final hearing, the Debtor has a need to use cash collateral through July 15, 2017 to pay operating expenses in the amounts identified in the Budget attached as Exhibit A and not to exceed \$4,348,782. If the Debtor is not permitted to use cash collateral in the amounts and for the purposes set forth in the Budget from June 19, 2017 through July 15, 2017 the Debtor cannot continue to operate and will suffer immediate and irreparable harm.

37. Prior to the hearing on this Motion for an order authorizing use of cash collateral, and in settlement of any and all of the matters raised in this Motion, Debtor may enter into a stipulation with one or all of the Lenders concerning use of cash collateral, adequate protection and other related matters. In the event Debtor enters into any such stipulation, Debtor will seek

approval of the stipulation without further notice of hearing pursuant to Bankruptcy Rule 4001(d)(4), and **DEBTOR HEREBY GIVES NOTICE OF INTENT TO SEEK APPROVAL OF ANY SUCH STIPULATION.**

**EXPEDITED RELIEF**

38. In order to operate in the ordinary course, preserve the going concern value of its operations and avoid immediate and irreparable harm the Debtor must have immediate authority to use cash collateral pending a **final hearing** scheduled for **July 11, 2017**. There is good cause to consider the preliminary relief on an expedited basis.

39. The Debtor may offer additional evidence in support of this motion, including the testimony of Lori Melbostad, Debtor's President, and Richard Gallagher, the financial advisor to Debtor, if such is necessary in connection with this Motion.

**WHEREFORE**, the Debtor moves the Court for an order:

1. Authorizing use of cash collateral from the Petition Date through the final hearing on July 15, 2017 in an amount not to exceed \$4,348,782;
2. Authorizing use of cash collateral from the date of the final hearing through October 28, 2017;
3. Authorizing the Debtor to grant adequate protection as set forth in the Motion;
4. Authorize the Debtor to perform its obligations under the Northpoint Cash Collateral Agreement pending mutual termination of further order of the Court; and
5. Authorizing the Debtor to grant replacement liens to the Vendors in the estate property described in Exhibit B to the Motion.

Dated: June 20, 2017

RAVICH MEYER KIRKMAN McGRATH  
NAUMAN & TANSEY,  
A PROFESSIONAL ASSOCIATION

By /e/ Michael F. McGrath #168610  
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ATTORNEYS FOR DEBTOR

**VERIFICATION**

I, Lori J. Melbostad, President of Debtor, declare under penalty of perjury that the facts set forth in the foregoing Notice of Hearing and Motion for Expedited Hearing for Interim and Final Orders Authorizing Use of Cash Collateral and Granting Adequate Protection, are true and correct.

Executed on: June 20, 2017

  
Lori J. Melbostad

## EXHIBIT A

Premier Marine											
Cash Collateral Budget											
	W/E	W/E	W/E	W/E	W/E	W/E	W/E	W/E	W/E	W/E	W/E
	6/24/2017	7/1/2017	7/8/2017	7/15/2017	7/22/2017	7/29/2017	8/5/2017	8/12/2017	8/19/2017	8/26/2017	9/2/2017
300 <b><u>Beginning Cash Balance</u></b>											
305 Checking	5,000	980,881	391,359	406,724	358,296	308,163	190,609	319,825	238,287	441,103	349,611
310 DIP Loan Proceeds	1,218,750			731,250							
315 <b>Total Beginning Cash</b>	1,223,750	980,881	391,359	1,137,974	358,296	308,163	190,609	319,825	238,287	441,103	349,611
320											
325 <b><u>Cash Receipts</u></b>											
330 Receipts from Sales	581,000	831,060	923,400	554,040	923,400	1,077,300	1,141,200	1,198,260	1,198,260	1,198,260	1,198,260
335 Debtor's Floorplan Interest Contrib.											(3,152)
340 Dealer Labor Warranty Credits	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)
345 Less Floorplan Reserve	(5,520)	(7,895)	(8,772)	(5,263)	(8,772)	(10,234)	(10,841)	(11,383)	(11,383)	(11,383)	(47,930)
350 <b>Total Receipts</b>	547,988	795,672	887,135	521,284	887,135	1,039,573	1,102,866	1,159,384	1,159,384	1,159,384	1,119,685
355											
360 <b><u>Cash Disbursements</u></b>											
365 Costs of Raw Materials	775,666	911,304	857,380	857,810	792,662	792,662	792,662	792,662	792,662	713,396	642,056
370 Direct Labor (incl Temp Service)		177,634		215,030		233,729		280,474		280,474	
345 Sales, Engr & Admin Labor		94,308		94,308	-	105,846	-	105,846	-	105,846	-
375 Benefits		3,200		75,047			3,200		75,047		3,200
380 Utilities				41,153		-		41,153		-	
385 Telecom		6,558	735	547			6,558	735	547	-	6,558
390 Freight & Transportation	9,439	10,487	6,292	10,487	12,235	12,961	13,609	13,609	13,609	13,609	10,887
395 Leases (Real Estate) incl Property Tax		76,845					76,845				57,696
400 Insurance		99,105					65,843				65,843
405 Expense to Vacate Rejected Leases					40,000						
410 Annual Dealer Meeting Expenses									35,000	35,000	20,000
415 Software Maintenance Fees					33,265		7,800				
420 Repairs & Maintenance	1,150	1,150	1,380	1,518	920	828	1,150	1,380	1,518	920	828
425 Other Expenses	4,602	4,602	5,983	5,062	2,761	4,602	5,983	5,062	2,761	4,602	5,983
430 US Trustee Fees						6,500					
435 Professional Fees (Debtor)										18,000	
440 Professional Fees (Debtor Tax Prep)										18,000	
440 Professional Fees (Other)										18,000	
445 Equipment Leases											
450 Hallberg Equipment Financing										8,935	-
455 Farnum Leasing										12,944	-
460 Wells Fargo Trac Lease										1,149	-
465 Adequate Protection Payments											
470 American Bank of the North					29,681	-	-	-	29,681		-
475 Wells Fargo Equipment Finance					520	-	-	-	520		-
480 Ford Motor Credit					169	-	-	-	169		-
485 TD Auto Finance					54	-	-	-	54		-
490 Trusek					5,000	-	-	-	5,000		-
495 Intrest on DIP Financing					20,000	-	-	-	-	20,000	-
505 <b>Total Cash Disbursements</b>	790,857	1,385,193	871,770	1,300,962	937,267	1,157,127	973,649	1,240,921	956,568	1,250,875	813,051
510											
515 <b>Net Change (Receipts less Disburs.)</b>	(242,869)	(589,521)	15,365	(779,679)	(50,132)	(117,555)	129,216	(81,538)	202,816	(91,491)	306,634
520											
525 <b>Projected Ending Cash</b>	980,881	391,359	406,724	358,296	308,163	190,609	319,825	238,287	441,103	349,611	656,245

Premier Marine Cash Collateral Budget		W/E 9/9/2017	W/E 9/16/2017	W/E 9/23/2017	W/E 9/30/2017	W/E 10/7/2017	W/E 10/14/2017	W/E 10/21/2017	W/E 10/28/2017
300	<b><u>Beginning Cash Balance</u></b>								
305	Checking	656,245	377,591	578,998	384,119	486,740	397,737	593,644	482,484
310	DIP Loan Proceeds								
315	<b>Total Beginning Cash</b>	656,245	377,591	578,998	384,119	486,740	397,737	593,644	482,484
320									
325	<b><u>Cash Receipts</u></b>								
330	Receipts from Sales	958,608	1,198,260	1,198,260	1,198,260	1,198,260	1,198,260	1,198,260	1,198,260
335	Debtor's Floorplan Interest Contrib.					(12,623)			
340	Dealer Labor Warranty Credits	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)	(27,493)
345	Less Floorplan Reserve	(38,344)	(47,930)	(47,930)	(47,930)	(47,930)	(47,930)	(47,930)	(47,930)
350	<b>Total Receipts</b>	892,771	1,122,837	1,122,837	1,122,837	1,110,214	1,122,837	1,122,837	1,122,837
355									
360	<b><u>Cash Disbursements</u></b>								
365	Costs of Raw Materials	713,396	792,662	792,662	792,662	792,662	792,662	792,662	792,662
370	Direct Labor (incl Temp Service)	280,474		266,451		280,474		280,474	
345	Sales, Engr & Admin Labor	105,846	-	105,846	-	105,846	-	105,846	-
375	Benefits	-	75,047	-	3,200	-	75,047	-	3,200
380	Utilities	41,153		-			41,153		-
385	Telecom	735	547	-	6,558	735	547	-	6,558
390	Freight & Transportation	13,609	13,609	13,609	13,609	13,609	13,609	13,609	13,609
395	Leases (Real Estate) incl Property Tax				57,696				
400	Insurance				139,588				
405	Expense to Vacate Rejected Leases								
410	Annual Dealer Meeting Expenses	10,000							
415	Software Maintenance Fees								
420	Repairs & Maintenance	1,150	1,380	1,518	920	828	1,150	1,380	1,518
425	Other Expenses	5,062	2,761	4,602	5,983	5,062	2,761	4,602	5,983
430	US Trustee Fees								
435	Professional Fees (Debtor)			60,000					60,000
440	Professional Fees (Debtor Tax Prep)			18,000					
440	Professional Fees (Other)			12,000					12,000
445	Equipment Leases								
450	Hallberg Equipment Financing	-	-	8,935	-	-	-	-	8,935
455	Farnum Leasing	-	-	12,944	-	-	-	-	12,944
460	Wells Fargo Trac Lease	-	-	1,149	-	-	-	-	1,149
465	Adequate Protection Payments								
470	American Bank of the North	-	29,681	-	-	-	-	29,681	-
475	Wells Fargo Equipment Finance	-	520	-	-	-	-	520	-
480	Ford Motor Credit	-	169	-	-	-	-	169	-
485	TD Auto Finance	-	54	-	-	-	-	54	-
490	Trusek	-	5,000	-	-	-	-	5,000	-
495	Intrest on DIP Financing	-	-	20,000	-	-	-	-	20,000
505	<b>Total Cash Disbursements</b>	1,171,425	921,430	1,317,715	1,020,216	1,199,216	926,929	1,233,997	938,557
510									
515	<b>Net Change (Receipts less Disburs.)</b>	(278,655)	201,407	(194,879)	102,621	(89,003)	195,908	(111,160)	184,279
520									
525	<b>Projected Ending Cash</b>	377,591	578,998	384,119	486,740	397,737	593,644	482,484	666,763

## **Cash Collateral Budget Assumptions**

### ***Cash Budget***

Line 310 – Assumes Court approval for DIP financing of \$2,000,000 with preliminary approval on an expedited basis for \$1,250,000 at hearing occurring the week of filing and final approval and balance of loan disbursement occurring on July 11, 2017.

Line 330 – Debtor customarily receives payment for sold boats approximately one week after completion and shipment. Receipts from sales indicates the net sale price of the boat after dealer discounts have been applied.

Line 335 – To operate manufacturing lines year-round to manage costs and labor effectively, the debtor pays the floor plan financing interest for dealers who use the Debtor's approved floor plan financing company for new model year boats delivered through April. For example, the Debtor would pay floor plan interest for a 2018 boat delivered in September of 2017 and floor planned through the approved floor plan vendor through the earlier of April of 2018 or until the boat was sold.

Line 340 – Dealer warranty credits are a debtor expense, typically set off against cash receipts from dealer for boat purchases, representing the labor costs for work performed by dealers to repair boats under warranty claims.

Line 345 – NorthPoint floorplan contract includes a provision where 5% of the net purchase price is reserved and held in deposit by NorthPoint. For existing model year orders, we estimate 19% will be floorplanned. New model year orders are estimated to be floorplanned 80% of the time due to seasonality and the impact of the floorplan arrangement further described in the footnote for line 335.

Line 365 – Debtor assumes post-petition terms of purchase of raw materials and components will be COD or include deposits at the time of order for certain vendors where it has been historically customary. Debtor assumes no new vendor requirements for additional deposits at the time of order will be required. Cost of raw materials is significantly more heavily weighted in the first four weeks of the case due to the necessary "ramp up" of production back above breakeven production levels.

Line 395 – All the Debtor's leases are "gross leases" meaning the debtor remits a fixed amount to the landlord and expenses of the building including real estate taxes are the responsibility of the landlord. The New Ulm rejected lease has been eliminated from the rent line as has the rejected Wyoming lease as of the lease rejection date in August.

Line 405 – There are some additional electrical requirements necessary to transition operations from the buildings where the lease is being rejected in Wyoming to the other Wyoming buildings under lease. The costs are estimated to be under \$40,000.

Line 410 – The Debtor holds an annual dealer meeting where dealers typical order their stock boats for the new model year. The dealer meeting has typically represented the largest order-taking month of each year.



Line 440 – The Debtor has extended but not filed its 2016 income tax return for the IRS and the states where it has nexus. Because the Debtor sells most boats FOB delivery and delivers with their own trucks, it appears the debtor has nexus in several states adding additional complexity to the return.

Lines 450 through 460 – We have assumed these agreements are leases and payment is stayed during the initial 60 days of the case. No legal opinion has yet to be reached confirming whether they are leases or finance contracts.

Lines 470 through 490 – We have budgeted adequate protection payments to the fully secured lenders in the amount of estimated contract interest. No adequate protection payments are budgeted to be paid prior to a final hearing on cash collateral.

***Asset Schedule***

Line 125 – Reflects the estimated build due to the 5% NorthPoint floorplan reserve described in footnotes for Line 345.

Line 135 – The estimated equipment value represents the sum of three things. 1.) An appraisal was performed in 2011 and is referenced in American Bank of the North's borrowing base certificate. However, neither the debtor nor ABN has located the appraisal. The borrowing base certificate show a value for equipment less equipment leased. We are using the same figure for equipment values. 2.) The value of purchased equipment procured after the appraisal date. 3.) The leasehold improvements.

Line 140 – Estimated value for web domains Pontoon.com, Pontoons.com, and order patents.

## EXHIBIT B

### Tooling Inventory

Crown Extrusions	Product Part #	Tooling Used to Produce the Following	Tool #
122 Columbia Ct. North	1ACH01006	ALUM CHANNEL - 1-1/2 X 1-1/2 X 1/8	192
Chaska, MN 55318	1ATU97011	ALUM TUBE- 1.25 X 1.25 .090 4WALL	1276
(952) 448-3533	60001302	ALUMINUM TUBING - 1.90 OD X 1.62 ID (20'	1295
	10003529	ALUM TUBE - 1.5" OD X .070 X 15'	1389
	30002549	ALUM TUBE - .625 DIAx .125x .375 ID	1578
	33000021	ALUM TUBE- 1" x21' 5 WALL	1726
	1ATU93006	ALUM TUBE- 5 WALL 1-1/4" X .090	1732
	1ATU93004	ALUM TUBE- 4 WALL 1-1/8" .070 20'	1733
	10003263	BRACKET - 25" M,2011, 97" LENGTH	1734
	1ATU93001	ALUM TUBE- 4 WALL 1" X .070	1735
	1BKT95012	BRACKET - 4.31" ROUND/SQUARE BIMINI	1745
	1BKT95013	BRACKET - 2.95" SQUARE BIMINI	1746
	1ATU96007	ALUM TUBE- 1.25X1.125X.070 4WALL G	1793
	1ATU96008	ALUM TUBE- 1.25 X 1.25 X.090 6 WALL	1794
	1ATU99022	ALUM TUBE- 99HDTP SUPPORT 126" RDM	1982
	1BKT95011	BRACKET - 2.87" H BIMINI	3592
	10000002	KEEL - 270" V SHAPE	3705
	1NOS93001	NOSE EXTRSN-PONTOON TUBE 105"	3706
	1AMO00029	ALUMINUM - 227.5" SIDE GUNNEL ANODI	3707
	1AZM93001	ALUMINUM ZEE BRACKET - 7'11-5/8"	3708
	22000303	ALUM - CHANNEL,"C", 2.5" X 1.35" X 82.5"	3709
	20000923	ALUM MOLD - SKIRT 205.375"	3710
	1BKT97002	BRACKET - 25	3879
	33000001	ALUM - RAILING, RIVET STRIP, 25.75"	3910
	1AMO01033	ALUM MOLD, GUNNEL, W/PVC, 270.5"	4195
	1AMO01034	ALUM MOLD, GUNNEL, W/PVC, 310"	4195
	20000546	ALUM MOLD-REAR 136.5" NARROW LIP	4196
	1NOS01002	ALUM NOSE EXTRUSION-143" LENGTHS	4493
	20000301	ALUM CHANNEL- "C" 2.406 X 1.750 x 20'	4779
	20000278-1	ALUM MOLD - GUNNEL, 16'	4787
	10000516	BRACKET - 26.5" DIA.TUBE,"M", x 19'	5081
	20000861	ALUM CHANNEL-"G",2.375 X 2.00 X 226	5120
	50002409	ALUM ROD - 3/8 HEX (FOR SEAT HINGE)	5441
	10003080	BRACKET - 25" M,18.833' LENGTH,2010	6215
	20001834	ALUM MOLD - GUNNEL, 22', 2011	6216
	10003083	BRACKET - 23" M,18.833' LENGTH,2010	6339
	60001268	ALUM EXTRUSION - UPPERDECK AFT/FRNT	6482
	20001888	EXTRUSION - PERFORMANCE KIT	6803
	20001888-120	EXTRUSION - PERFORMANCE KIT, 120"	6803
	12000130	ALUMINUM H-BRACKET EXTRUSION, 62"	6991
	20002036	GUNNEL - PALM BEACH 225", 2014	6993
	22000318	ALUM-TRIM CHANNL 225",NON-SP,CMP-PB	6994
	22000320	ALUM-TRIM CHANNL 275",NON-SP,CMP-PB	6994
	20002008	ALUM EXTRUSION - BOW/AFT 2014	7178
	20002007-5	ALUM EXTRUSION - SIDE GUNNEL, 30'	7179
	22000332	ALUM-TRIM,L-GUNNEL,NON-SPT,96,CMPT	7273
	20002580	TRANSOM H KEEL - 82.6" LENGTH	7343
	30000008	ALUM TUBE- D-SHAPED X .070 RADIUS	12124
	30004623	ALUM TUBE - 5 WALL D SHAPE X 20'	12203
	30000353	ALUM TUBE - .785 X .750 D	12214
	30000349	ALUM TUBE - 1.160 X .750 D SHAPE	12215
	10000424	KEEL - SOLID, 221.75" LENGTH 6063T6	12309
	12000970	EYE - MOORING, EXTRUDED, 1/2" PREMIER	12385
	1ATU98021	ALUM TUBE- 1 3/4 X 2 1/4 X.125 X21'	12490
	10001145	ALUM STRAKE - 09 STRAKE 204"	12536
	60001269	ALUM EXTRUSION - UPPERDECK SIDE	13045
	60001270	ALUM EXTRUSION - UPPERDECK CROSSMBR	13064

10004004	PTX MULTI-TRANSOM,VERTICAL GUIDE EXT.10'	13301
10003390	PTX STAKE - TRANSOM X 8' LENGTH	13302
60001558	WALKON SIDE EXTRUSION - w/J-CLIP, 10'	13441
60001588	EXTRUSION - POWER BIMINI,ACTUATOR	13464
30006049	ALUM TUBE- 5 WALL.090 X 1.90 X 1.25	13497
30006050	ALUM TUBE-5 WALL J-CLIP 1.90 X 1.25	13498
30006051	ALUM TUBE- J-CLIP LARGE 3.50 X .89	13499
30006052	ALUM TUBE- J-CLIP MEDIUM 2.50 X .89	13500
30006053	ALUM TUBE- J-CLIP SMALL 1.5 X .89	13501
30006126	ALUM RAIL - 5-WALL FASTNR 1.90x1.25	13519
30007047	FASTENER COVER, CAP EXTRUSION, 8' LENGTH	13574
30007159	ALUM TUBE, J-CLIP MED W/LIGHT,240"	13606
60001629	ALUM EXT., 2017 HEAVY DUTY BIMINI,308"	13607
60001626	ALUM EXT., 2017 WALKON, PBW,122"	13608
20002827	2017 SKI TOW BAR MOUNT EXT., 144.625"	13630

	Product Part #	Tooling Used to Produce the Following	Tool #
Dowco Plastics, LLC (formerly PREMIER PLASTICS) 5520 COLBY LAKE ROAD HOYT LAKES, MN 55750  (218) 225-3500	10002497	ROTO - IN-NOSE SKI LOCKER 21.5"x86"	N/A
	10003330	ROTO BUNK CART - VAC FORMED, BLACK	N/A
	1HNG01015	HINGE- 17" BLACK PIANO	N/A
	1HNG01016	HINGE - 10" BLACK PIANO	N/A
	1LAT93001	LATCH-2 PC. PLASTIC	N/A
	1LAT99003	LATCH-QUAD PANEL ,BLACK	N/A
	1LAT99004	LATCH PULL	N/A
	1PLH94001	PLUG HOLDER-BLACK ABS	N/A
	1RTO00036	ROTO - CHAISE LOUNGE LEFT	N/A
	1RTO93004	ROTO - LARGE LIVEWELL	N/A
	1RTO97013	ROTO - 22" HIGH BACK STRAIGHT	N/A
	1RTO97016	ROTO - LARGE CORNER HIGH BACK	N/A
	1RTO99031	ROTO - DROP-IN LIVEWELL	N/A
	20000797	WIRE COVER - VAC FORM,UNDER DECK	N/A
	20000921	SKIRT NOSE - VACFORM,GRAY,STARBOARD	N/A
	20000922	SKIRT NOSE - VACFORM,GRAY,PORT	N/A
	20001816	TRIM - MOTORWELL,BLACK, VAC	N/A
	20002004	LIGHT SHROUD - CORNER CAST, VAC	N/A
	50001146	CORNER - 9"RADIUS FILLER PLATINUM	N/A
	50001147	DOOR - CURVED FRAME,PLAT (SIDE FRM)	N/A
	50001148	DOOR - ROYAL GALLEY FRAME,PLATINUM	N/A
	50001149	GAS CAP HOLDER.OB.PLATINUM	N/A
	50001150	GAS CAP HOLDER ,IO,PLATINUM	N/A
	50001151	TRAY - CORNER,PLATINUM	N/A
	50001151D	TRAY - CORNER,BRUSHED	N/A
	50001154	TABLE - OVAL,PLATINUM 2003	N/A
	50001160	DOOR - TRASH,PLATINUM 2003-2005	N/A
	50001211	DOOR - ARM & HELM WITH FRAME PLAT.	N/A
	50001219	GALLEY ENT. CENTER PARTS/ASSEMBY'03	N/A
	50001219-1	GALLEY ENT. CENTER TRAY ONLY	N/A
	50001220	ROTO - 24" RIGHT CURVED COUCH	N/A
	50001225	SINK - SPORT PLATINUM	N/A
	50001225D	SINK - SPORT,DARK	N/A
	50001508	CORNER FILLER - Vac Form Platinum	N/A
	50001523	GAS CAP HOLDER - FUEL FILL,BLACK	N/A
	50001526	SINK - ROYAL HELM, VACFORM, WHITE	N/A
	50001527	GAS CAP HOLDER - ANGLED FUEL FILL,	N/A
	50001529	GAS CAP HOLDER - EXTRA LARGE, BLACK	N/A
	50001798	DOOR - 3-SIDED FRAME,PLATINUM	N/A
	50001808	ROTO - CRUISE CONSOLE 2004 FUZZY BG	N/A
	50001821D	ROTO - ROD LOCKER,DARK	N/A
	50001826	FRAME - LARGE CURVED DOOR (Side ENT	N/A
	50001903-1	ROTO - CROWN HELM DOOR ASSY w/LATCH	N/A
	50002115	ROTO - 35" STANDARD CORNER INSERT	N/A

50002123	FRAME - REFRIGERATOR,PLATINUM	N/A
50002133	SEAT BASE - 28" BLACK ABS	N/A
50002134	SEAT BASE - 33" BLACK ABS	N/A
50002138	SEAT BASE - LE CORNER BLACK ABS	N/A
50002139	SEAT BASE - 24" CURVED RIGHT BLACK	N/A
50002140	SEAT BASE - 24" CURVED LEFT BLACK	N/A
50002141	SEAT BASE - 32" CURVED LEFT BLACK	N/A
50002142	SEAT BASE - LEFT LOUNGE BLACK ABS	N/A
50002143	SEAT BASE - RIGHT LOUNGE BLACK ABS	N/A
50003219	VACFORM - POP-UP CHRM, ROTO CAP	N/A
50005374	VANITY - VACFORMED	N/A
50005375	DOOR - POCKET,VAC FORMED,PLATINUM	N/A
50005439P	SPEAKER DIRECTIONAL - VAC PLATINUM	N/A
50005594	ROTO - LEFT CHAISE LOUNGE 08	N/A
50005794	ROTO - RIGHT CHAISE LOUNGE 08	N/A
50005795	SEAT BASE - 32" CURVED RIGHT 08	N/A
50005964	ROTO - ENTERTAINMENT CENTER MOONRCK	N/A
50006290	ROTO - CROWN HELM TOP,DARK,POLISHED	N/A
50006299	ROTO - LIVEWELL/COOLER BASE ,OVAL	N/A
50006300	LIVEWELL/COOLER - COVER, VAC, OVAL	N/A
50006305	SEAT BASE - 36" DROP BACK,RIGHT	N/A
50006306	SEAT BASE - 36" DROP BACK,LEFT	N/A
50006399	ROTO - DOUBLE BUCKET BASE MOONROCK	N/A
50006500	ARM REST - 2010 REMOVABLE,BASE,VAC	N/A
55000251	ROTOCAST - LIVEWELL, TUB INSERT, 35"	N/A
60001111	FILLER BLOCK - UPPER DECK,VAC	N/A
70000448	FILLER CAP HOLDER - LEISURE FISH	N/A
70000472	DOOR - CRUISE CONSOLE 2002-06	N/A
70000602	DASH - PRISTINE 5-HOLE GAUGE ROSEWD	N/A
70000861	TOWEL HOLDER CUPS - BLACK	N/A
70000863	CORNER TRAY - 18" RADIUS PLATINUM	N/A
70000864	CORNER SHELF - 18" RADIUS	N/A
70000865	LIGHT COVER - VAC FORM	N/A
70001140	CUP HOLDER - Stamped Stainless S	N/A
70001184	Speaker Cover - Vac Formed (use 7-3758)	N/A
70001187	PAPER TOWEL HOLDER - Ring Vac Form	N/A
70001187D	PAPER TOWEL HOLDER - Ring Vac Form	N/A
70001203	DASH - PRISTINE 3-HOLE GAUGE BRUSHD	N/A
70001215	DASH - COMMANDER 5-HOLE ROSEWOOD	N/A
70001244	SINK - ANGLER, VAC FORM	N/A
70001245D	SINK - ENTERTAINMENT,VAC FORM,DARK	N/A
70001267	DASH - PRISTINE BLANK GAUGE BRUSHD	N/A
70001307	DASH - CRUISE,GAUGE PANEL NO HOLES	N/A
70001314	DOCK LINE RETRACTOR - 3/8" COMPACT	N/A
70001353	COVER - DOCK LINE RETRACTOR,VACFORM	N/A
70001353D	COVER - DOCK LINE RETRACTOR,MoonRok	N/A
70001357	DASH - PRISTINE 7-HOLE GAUGE BRUSHD	N/A
70001362	DASH - CROWN 4-HOLE GAUGE WOODGRAIN	N/A
70001398	DASH - PRISTINE BLANK GAUGE WOODGRN	N/A
70001409	PANEL - 2 X 10 BLANK BRUSHED	N/A
70001412	PANEL - CROWN RADIO MOUNT BRUSHED	N/A
70001414	PANEL - 6 X 6 SWITCH,BRUSHED CHMPGE	N/A
70001693	PANEL - SWITCH,FROG EYE,WOODGRAIN	N/A
70001695	PANEL - 6 x 7 BLANK,BRUSHED	N/A
70001713	PANEL - RADIO MOUNT PLATE, BRUSHED	N/A
70001727	LIGHT - ENCLOSURE LIGHT POD,LEISURE	N/A
70001868	DRAWER - INTRIGUE	N/A
70001885	LATCH - BLACK BALL AND SOCKET	N/A
70001887	TABLE - D/L,PLATINUM,SINGLE WALL	N/A
70001888	TABLE - D/L,MOONROCK,SINGLE WALL	N/A
70001889	TABLE - OVAL,PLATINUM,SINGLE WALL	N/A

70001890	TABLE - OVAL,MOONROCK,SINGLE WALL	N/A
70001891	TABLE - CORNER,PLATINUM,SINGLE WALL	N/A
70001892	TABLE - CORNER,MOONROCK,SINGLE WALL	N/A
70001895	SPEAKER BOX - VAC w/CUPHOLDER PLAT.	N/A
70001896	SPEAKER BOX - VAC w/CUPHOLDER MOONR	N/A
70001897	CORNER SHELF - 18" RADIUS,PLAT.08	N/A
70001898	CORNER SHELF - 18" RADIUS,MOON.08	N/A
70001903	FOOT RECESS - ULTRA CONSOLE,MOONROK	N/A
70001928	PANEL - RADIO ADAPTER,BRUSHED,08	N/A
70001929	PANEL - RADIO ADAPTER,BRUSHED,SONY	N/A
70001930	PANEL - RADIO ADAPTER,BIRDSEYE,SONY	N/A
70001930-1	PANEL - RADIO ADAPTER,BIRDEYE,BLANK	N/A
70001937	PANEL - LOWER SONY RADIO,BIRDSEYE	N/A
70001938	PANEL - LOWER REMOTE CONTROL,BIRDSE	N/A
70001939	PANEL - LOWER POCKET,BIRDSEYE	N/A
70001965	FRAME - REFRIGERATOR,SHORT,MOONROCK	N/A
70001966	FRAME - REFRIGERATOR,SHORT,PLATINUM	N/A
70001978	TABLE - SLIDING W/BASE MOONROCK	N/A
70001996	CORNER FILLER - MOONROCK	N/A
70001997	CORNER - 9"RADIUS FILLER MOONROCK	N/A
70001998	CORNER TRAY - 18" RADIUS,MOONROCK	N/A
70001999	TRAY - CORNER,MOONROCK	N/A
70002000	COVER - DOCK LINE RETRACTOR,MOONRCK	N/A
70002001	FRAME - REFRIGERATOR,MOONROCK	N/A
70002002	DOOR - CURVED FRAME, MOONROCK	N/A
70002003	FRAME - LARGE CURVED DOOR,MOONROCK	N/A
70002004	DOOR - TRASH,MOONROCK	N/A
70002005	LIGHT COVER - VAC FORM,MOONROCK	N/A
70002006	GAS CAP HOLDER - OB,MOONROCK	N/A
70002007	PAPER TOWEL HOLDER - RING,MOONROCK	N/A
70002008	SINK - ANGLER, VAC FORM,MOONROCK	N/A
70002009	SPEAKER DIRECTIONAL - VAC MOONROCK	N/A
70002018	DOOR - DOUBLE,MOONROCK	N/A
70002019	DOOR - ARM & HELM FRAME, MOONROCK	N/A
70002020	PANEL - RADIO MOUNT PLATE, MOONROCK	N/A
70002021	GAS CAP HOLDER - IO,MOONROCK	N/A
70002023	DOOR - 3-SIDED FRAME,MOONROCK	N/A
70002024	PANEL - 3 X 4.5 BLANK,BIRDSEYE MAPL	N/A
70002041	DOOR - ROYAL GALLEY FRAME,MOONROCK	N/A
70002201	PANEL - GAUGE/SWITCH,IMPERIAL II	N/A
70002258	HELM CAP - IMPERIAL,VACFORM	N/A
70002259	HELM CAP - PRISTINE,VACFORM	N/A
70002265	PANEL - 3 x 4.5,AERATOR,BIRDSEYE	N/A
70002281	PANEL - 6 X 6,BIRDSEYE BLANK	N/A
70002303	FISH STATION - TOP,VAC,MOONROCK	N/A
70002304	FISH STATION - BACK,VAC,MOONROCK	N/A
70002305	FISH STATION - LID,VAC,MOONROCK	N/A
70002308	FISH STATION - BACK,VAC,PLATINUM	N/A
70002309	FISH STATION - LID,VAC,PLATINUM	N/A
70002319	GALLEY ENT. CENTER PARTS/MOONROCK	N/A
70002320	CORNER TRAY - FISH MODEL/PLATINUM	N/A
70002321	CORNER TRAY - FISH MODEL/MOONROCK	N/A
70002329	PANEL - ANGLER/GRAPH,4 GA.BIRDSEYE	N/A
70002348	DOOR - CURVED,MOONROCK,21-1/4" X 12	N/A
70002350	FISH STATION - ASSEMBLY,VAC,GRY PRL	N/A
70002351	FISH STATION - ASSEMBLY,VAC,MOONROK	N/A
70002366	DASH - RECESSED,7, W/6 HOLE BIRDSEY	N/A
70002367	CORNER FILLER - LEISURE, L SUPPORT	N/A
70002372	TABLE - RECTANGLE,BIRDSEYE MAPLE	N/A
70002389	PANEL - 09 VISION BLANK, BIRDSEYE	N/A
70002390	LATCH - CROWN/CRUISE DOOR 2 PC	N/A

70002413	PANEL - 6 X 7 BLANK,BIRDSEYE	N/A
70002419	ARMREST COVER SET- LEISURE VAC MOON	N/A
70002441	PLUG DRAIN BLACK	N/A
70002527	FISH STATION - VAC TOP W/LIVWELL MR	N/A
70002571	TABLE - SLIM, MOONROCK	N/A
70002572	TABLE - SLIM,BIRDSEYE MAPLE	N/A
70002573	HELM CAP - IMPERIAL, CHARCOAL,VAC	N/A
70002574	COVER - SKI TOW BRACKET,MOONROCK	N/A
70002590	TABLE - SLIM, PLATINUM	N/A
70002638	DASH - CADET,SOFT TOUCH	N/A
70002644	DASH - CROWN 4-HOLE GAUGE BIRDSEYE	N/A
70002645	DASH - CROWN BLANK GAUGE BIRDSEYE	N/A
70002688	PANEL - LOWER POCKET,IMPERIAL	N/A
70002689	PANEL - LOWER SONY RADIO,IMPERAL	N/A
70002697	PANEL - ANGLER/GRAPH,4 GA.GRAYWOOD	N/A
70002698	PANEL - RADIO/GAUGE, GRAYWOOD	N/A
70002701	PANEL - 3 x 4.5,BLANK,GRAYWOOD	N/A
70002702	PANEL - 3 x 4.5,AERATOR,GRAYWOOD	N/A
70002704	PLATFORM - COMMANDVIEW 6",VACFORM	N/A
70002705	PLATFORM - COMMANDVIEW 6",VACFORM	N/A
70002830	CONSOLE - ECLIPSE/2 PART,SUB STONE /MR	N/A
70002831	CONSOLE - ECLIPSE/2 PART,GREY PEARL	N/A
70002832	CONSOLE CAP - ECLIPSE, VAC	N/A
70002833	PANEL - ECLIPSE 5 HOLE /6 SWITCH	N/A
70002837	CONSOLE - ADVANTAGE/2 PART,STONE/MR	N/A
70002838	PANEL - ADVANTAGE, 4 SWITCH	N/A
70002879	CONSOLE - ADVANTAGE/2 PART,GREY PRL	N/A
70002880	PLATFORM - SMALL COMMANDVIEW,MNROCK/STNE	N/A
70002881	PLATFORM - SMALL COMMANDVIEW,PEARL	N/A
70002887	PANEL - LOWER GRAPH,IMPERIAL	N/A
70002888	PLUG - INSTRUMENT 2" GAUGE,BIRDSEYE	N/A
70002945	PANEL - GAUGE,ADVANTAGE,BLANK	N/A
70002955	DASH PANEL - ECLIPSE/BLANK,BIRDSEYE	N/A
70002989	TABLE - CORNER, GREYWOOD	N/A
70002990	TABLE - D/L, GREYWOOD	N/A
70002991	TABLE - OVAL, GREYWOOD	N/A
70002992	TABLE - SLIM, GREYWOOD	N/A
70003021	PLATFORM - 6" SOLARIS PLATINUM	N/A
70003022	PLATFORM - 6" SOLARIS MOONROCK	N/A
70003023	SINK - ROYAL, 2012 WHITE ABS	N/A
70003024	CONSOLE - ANGLER II, PLATINUM	N/A
70003024-7	TRAY,DASH - ANGLER II,GREYWOOD	N/A
70003025	CONSOLE - ANGLER II, MOONROCK/STONE	N/A
70003025-1	CONSOLE - ANGLER II,TOP AND BASE	N/A
70003025-3	DOOR - ANGLER II,SIDE MOONROCK	N/A
70003026	PANEL - SWITCH,ANGLER II,GREYWOOD	N/A
70003028	DASH PANEL - GAUGE,ANGLER II,GREYWD	N/A
70003038	LIVWELL - ROTO,STARBOARD,MOONROCK	N/A
70003039	LIVWELL - ROTO,PORT,MOONROCK	N/A
70003049	PANEL - RADIO, IMPERIAL 2012,GREYWD	N/A
70003054	DOCKING LIGHT SHROUD - VACFORMED	N/A
70003083	ISLAND BAR, UTILITY PANEL DOOR, MOONRK	N/A
70003090	ISLAND BAR, UTILITY PANEL DOOR, PLAT.	N/A
70003091	CUPHOLDER - 2 CUP, GRAYWOOD	N/A
70003095	PANEL - RADIO,IMPERIAL 2012,NO HOLE	N/A
70003096	PANEL - ANGLER/GRAPH,BLANK GREYWOOD	N/A
70003107	PANEL - ADVANTAGE/JENSON RADIO	N/A
70003111	CONTROL MOUNT - DUAL,MOONROCK	N/A
70003112	CONTROL MOUNT - DUAL,PLATINUM	N/A
70003186	TUB INSERT - FLEXSTEEL SL LOUNGE	N/A
70003200	PLATFORM - ANGLER HELM, 4" VACFORM, MNRK	N/A

70003263	BOOMERANG GALLEY - STARBRD,MOONROCK	N/A
70003264	BOOMERANG - COOLER, PORT, MOONROCK	N/A
70003268	PLATFORM - ANGLER HELM, 4" VACFORM, PLAT	N/A
70003283	TRAY - WINE GALLEY, BOTTLE VAC-FORM	N/A
70003284	VANITY - VAC-FORM XL LOUNGE MOONRCK	N/A
70003298	DASH PANEL - SPIRIT GAUGE, 5 HOLE	N/A
70003301	ROD LOCKER - VAC/GLASS BACK MOONRCK W/O	N/A
70003302	ROD LOCKER - VAC/GLASS BACK PLATNUM W/O	N/A
70003302-1	ROD LOCKER - DOOR ONLY PLATINUM	N/A
70003303	PLATFORM - 2013 HELM MOONROCK	N/A
70003304	PLATFORM - 2013 HELM PLATINUM	N/A
70003315	TABLE - 20" ROUND,VAC-FORM PLATINUM	N/A
70003335	TABLE - 20" ROUND,VAC-FORM MOONROCK	N/A
70003336	BOMBAY BAR, ACCESS PANEL, MOONROCK	N/A
70003338	BOMBAY BAR, ACCESS PANEL, PEARL	N/A
70003349	DASH PANEL - SPIRIT GAUGE,BLANK	N/A
70003350	SPIRIT CONSOLE ASSEMBLY - PLATINUM	N/A
70003351	SPIRIT CONSOLE ASSEMBLY - MOONROCK/STONE	N/A
70003361	DASH PANEL - LIBERTY,INST. CLUSTER	N/A
70003362	ACCENT PANEL - LIBERTY,5 PART SET	N/A
70003368	DASH PANEL - GAUGE,ANGLER II,SUTHRN	N/A
70003369	DASH PANEL - BLANK GAUGE,ANGLER II,	N/A
70003370	TRAY,DASH - ANGLER II,SOUTHERN CHRY	N/A
70003373	PANEL - 3x4.5,BLANK,SOUTHRN	N/A
70003380	PANEL - LOWER POCKET,IMPERIAL	N/A
70003381	PANEL - RADIO,IMPERIAL 2013,NO HOLE	N/A
70003386	ROD LOCKER - VAC/GLASS BACK PLATNM,NOTCH	N/A
70003387	ROD LOCKER - VAC/GLASS BACK MOONRK,NOTCH	N/A
70003389	BOOMERANG GALLEY - STARBRD,PLATINUM	N/A
70003390	BOOMERANG - COOLER, PORT, PLATINUM	N/A
70003393	TABLE - D/L,SOUTHERN CHERRY MATTE	N/A
70003394	TABLE - CORNER,SOUTHERN CHERRY MATT	N/A
70003395	TABLE - SLIM,SOUTHERN CHERRY MATTE	N/A
70003399	LOUNGE ARM CHRM -COVER PANEL, PEARL	N/A
70003400	WINE WAITER - ACCESS PANEL, PEARL	N/A
70003401	WINE WAITER - ACCESS PANEL, MOONROK	N/A
70003402	LIBERTY HELM - ACCESS DOOR, PEARL	N/A
70003403	LIBERTY HELM - ACCESS DOOR, MOONROK	N/A
70003407	DASH PANEL - SPIRIT GAUGE,4 HOLE	N/A
70003426	CUPHOLDER - 2 CUP, SOUTHERN CHERRY	N/A
70003429	CONSOLE CAP - SPIRIT, 2013 PLATINUM	N/A
70003430	CONSOLE CAP - SPIRIT, 2013 MOONROCK	N/A
70003432	TRIM "SLASH" - RIGHT, SOUTHERN CHRY	N/A
70003433	TRIM "SLASH" - LEFT, SOUTHERN CHERY	N/A
70003434	ARM PANEL - RIGHT/ BLACK	N/A
70003435	ARM PANEL - LEFT/ BLACK	N/A
70003448	TRIM - CHANGING ROOM, PLATINUM	N/A
70003449	TRIM - CHANGING ROOM, MOONROCK	N/A
70003472	COOLER TABLE - COMPONENT PARTS	N/A
70003473	TABLE - RECTANGLE, HICKORY	N/A
70003484	FOOTREST PANEL - LIBERTY, MOONROCK	N/A
70003485	FOOTREST PANEL - LIBERTY, PLATINUM	N/A
70003488	BOOMERANG - W/TOWEL HOLE,PLATINUM	N/A
70003489	BOOMERANG - W/TOWEL HOLE,MOONROCK	N/A
70003490	TABLE - 20" ROUND,VAC-FORM HICKORY	N/A
70003491	BOOMERANG - LIVEWELL,PORT,PLATINUM	N/A
70003492	BOOMERANG - LIVEWELL,PORT,MOONROCK	N/A
70003495	RADIO PANEL - SPIRIT, PLATINUM	N/A
70003496	RADIO PANEL - SPIRIT, MOONROCK	N/A
70003497	FILLER CAP HOLDER - MOONROCK	N/A
70003531	BOMBAY BAR - ACCESS DOOR, PEARL	N/A

70003532	BOMBAY BAR - ACCESS DOOR,STONE 2014	N/A
70003534	DASH ADAPTER PLATE - HUMMINBIRD 175	N/A
70003543	GLOVE BOX LINER/SHROUD - BLACK,	N/A
70003563	STORAGE PANEL - STERN w/DOOR STONE	N/A
70003564	STORAGE PANEL - STERN w/DOOR PLATNM	N/A
70003574	SPIRIT CONSOLE ASSEMBLY - STONE	N/A
70003575	CONSOLE CAP - SPIRIT, STONE 2014	N/A
70003579	DASH PANEL - SPIRIT GAUGE,4 HOLE	N/A
70003580	DASH PANEL - SPIRIT GAUGE, 5 HOLE	N/A
70003581	DASH PANEL - SPIRIT GAUGE, BLANK	N/A
70003582	PLATFORM - 2013 HELM, STONE	N/A
70003583	CONSOLE - ANGLER II, STONE	N/A
70003583-1	CONSOLE - LIVEWELL DOOR ANGLER II,	N/A
70003583-2	CONSOLE - TACKLE BOX DOOR ANGLER II	N/A
70003584	TRAY, DASH - ANGLER II, CURLY MAPLE	N/A
70003585	DASH PANEL - BLANK GAUGE,ANGLER II,	N/A
70003586	DASH PANEL - GAUGE,ANGLER II,2014	N/A
70003589	PLATFORM - ANGLER HELM, 4" VACFORM	N/A
70003590	ACCENT PANEL - LIBERTY,CURLY MAPLE	N/A
70003591	DASH PANEL - LIBERTY,INST. CLUSTER	N/A
70003594	FOOTREST PANEL - LIBERTY,STONE 2014	N/A
70003595	PANEL - 3x4.5,BLANK,CURLY MAPLE	N/A
70003596	PANEL - 3 x 4.5,AERATOR,CURLY MAPLE	N/A
70003599	TRIM "SLASH" - LEFT, CURLY MAPLE	N/A
70003600	TRIM "SLASH" - RIGHT, CURLY MAPLE	N/A
70003601	CUPHOLDER - 2 CUP, CURLY MAPLE 2014	N/A
70003602	TABLE - CORNER,CURLY MAPLE	N/A
70003603	TABLE - D/L, CURLY MAPLE, 2014	N/A
70003604	TABLE - SLIM,CURLY MAPLE, 2014	N/A
70003605	TABLE - 20" ROUND,VAC-FORM STONE	N/A
70003606	TABLE - CORNER,STONE,SINGLE WALL	N/A
70003607	TABLE - D/L,STONE,SINGLE WALL 2014	N/A
70003608	TABLE - OVAL,STONE,SINGLE WALL 2014	N/A
70003609	TABLE - SLIM, STONE 2014	N/A
70003611	ROD LOCKER - VAC/GLASS BACK STONE W/O	N/A
70003611-1	ROD LOCKER - LATCH	N/A
70003612	ROD LOCKER - VAC/GLASS BACK STONE, NOTCH	N/A
70003612-1	ROD LOCKER - LOCKING LATCH, REPLACEMENT	N/A
70003613	FISH STATION - ASSEMBLY,VAC,STONE	N/A
70003613-1	FISH STATION - LID ONLY, STONE	N/A
70003614	FISH STATION - BACK,VAC,STONE 2014	N/A
70003615	FILLER CAP HOLDER - STONE 2014	N/A
70003616	GAS CAP HOLDER - OB,STONE 2014	N/A
70003617	TRIM - CHANGING ROOM, STONE 2014	N/A
70003618	ACCESS PANEL- EXECUTIVE GALLEY, STONE	N/A
70003619	ISLAND BAR, UTILITY PANEL DOOR 2014 STON	N/A
70003620	FRAME - REFRIGERATOR,STONE 2014	N/A
70003621	DOOR - TRASH,STONE 2014	N/A
70003622	DOOR - ARM & HELM FRAME, STONE 2014	N/A
70003624	PAPER TOWEL HOLDER - RING,STONE	N/A
70003625	CORNER TRAY - 18" RADIUS,STONE 2014	N/A
70003626	CORNER TRAY - FISH MODEL/STONE 2014	N/A
70003627	CORNER SHELF - 18" RADIUS,STONE	N/A
70003628	CORNER - 9"RADIUS FILLER STONE 2014	N/A
70003629	CORNER FILLER - STONE 2014	N/A
70003630	BOOMERANG - COOLER, PORT,STONE 2014	N/A
70003631	BOOMERANG - LIVEWELL,PORT,STONE	N/A
70003632	BOOMERANG - W/TOWEL HOLE,STONE 2014	N/A
70003633	BOOMERANG GALLEY - STARBRD,STONE	N/A
70003634	SPEAKER BOX - VAC w/CUPHOLDER STONE	N/A
70003635	SPEAKER DIRECTIONAL - VAC STONE	N/A



70003715	DASH/GLOVE BOX ASSEMBLY, S-SERIES	N/A
70003715-2	DASH/ REAR GLOVE BOX ASSEMBLY ONLY	N/A
70003724	DOOR - HELM,ECLIPSE/ADVANTAGE PLAT.	N/A
70003725	DOOR - HELM,ECLIPSE/ADVANTAGE MNRCK	N/A
70003754	LIGHT COVER - VAC FORM,STONE	N/A
70003766	TWIN CONSOLE COVER - STONE/S-SERIES	N/A
70003767	TABLE - RECTANGLE, CURLY MAPLE	N/A
70003771	TABLE - 20" ROUND, CURLY MAPLE	N/A
70003784	DOOR ASSEMBLY - SPINCASTER, CREAM	N/A
70003785	DOOR ASSEMBLY - SPINCASTER, STONE	N/A
70003791	PANEL - BEACON, GAUGE ,SPINCASTER, 5"HL	N/A
70003793	PANEL-W/FISH FINDER TRIM,SPINCASTER	N/A
70003798	BOOMERANG - W/TOWEL HOLE,CREAM	N/A
70003799	BOOMERANG - LIVEWELL,PORT,CREAM	N/A
70003800	BOOMERANG - COOLER, PORT,CREAM	N/A
70003801	BOOMERANG GALLEY - STARBRD,CREAM	N/A
70003802	STORAGE PANEL - STERN w/DOOR CREAM	N/A
70003803	BOMBAY BAR - ACCESS DOOR,CREAM	N/A
70003804	ISLAND BAR, UTILITY PANEL DOOR CREAM	N/A
70003805	ACCESS PANEL - EXECUTIVE GALLEY, CREAM	N/A
70003806	CORNER - 9"RADIUS FILLER CREAM	N/A
70003807	CORNER TRAY - FISH MODEL, CREAM	N/A
70003808	CORNER SHELF - 18" RADIUS,CREAM	N/A
70003809	CORNER TRAY - 18" RADIUS CREAM	N/A
70003811	TABLE - SLIM, CREAM	N/A
70003812	TABLE - 20" ROUND,VAC-FORM CREAM	N/A
70003813	TABLE - CORNER,SINGLE WALL, CREAM	N/A
70003815	TABLE - D/L,SINGLE WALL, CREAM	N/A
70003816	SPEAKER BOX - VAC w/CUPHOLDER CREAM	N/A
70003817	PAPER TOWEL HOLDER RING - CREAM	N/A
70003818	LIGHT COVER - CREAM	N/A
70003819	SPEAKER DIRECTIONAL MOUNT - CREAM	N/A
70003820	GAS CAP HOLDER, ANGLED - CREAM	N/A
70003821	DOOR - TRASH, CREAM	N/A
70003822	GAS CAP HOLDER - OB, CREAM	N/A
70003823	DOOR - CURVED FRAME, CREAM	N/A
70003824	TRIM - CHANGING ROOM TOP, CREAM	N/A
70003825	ROD LOCKER - VAC/GLASS BACK CREAM	N/A
70003859	DASH PANEL - LIBERTY,JOY STICK CTRL	N/A
70003861	BLOCK SPACER -	N/A
70003874	DASH PANEL - LIBERTY INSTRUMENT,5"	N/A
70003894	FOOTREST FRAME - LIBERTY PORT STONE	N/A
70003895	FOOTREST FRAME - LIBERTY PORT CREAM	N/A
70003895P	FOOTREST FRAME - LIBERTY PORT 2015	N/A
70003896	FOOTREST FRAME - LIBERTY STBD STONE	N/A
70003897	FOOTREST FRAME - LIBERTY STBD CREAM	N/A
70003897P	FOOTREST FRAME - LIBERTY STARBOARD	N/A
70003898	PLASTIC - HELM DOOR LIB SPORT STONE	N/A
70003899	PLASTIC - HELM DOOR LIB SPORT CREAM	N/A
70003899P	FOOTREST DOOR - LIBERTY PLATINUM	N/A
70003901	PANEL-W/ 386i GRAPH TRIM,SPINCASTER	N/A
70003902	ROD LOCKER - VAC/GLASS BACK STONE	N/A
70003904	CAPTAIN STATION ACCESS PANEL- CREAM	N/A
70003905	CAPTAIN STATION ACCESS PANEL- STONE	N/A
70003913	PANEL - 3" X 4.5" BLANK, CARBONFIBR	N/A
70003915	GAUGE PANEL - SPINCASTER, BEACON-NO HOLE	N/A
70003917	CORNER FILLER - NO TOWEL CUT, CREAM	N/A
70003922	FILLER CAP HOLDER - LEISURE CREAM	N/A
70003923	DOOR - ARM & HELM FRAME, CREAM	N/A
70003927	DASH PANEL - NON BEACON, LIBERTY	N/A
70003927-1	DASH PANEL - NON BEACON, LIBERTY-NO ACCN	N/A

70003928	DASH PANEL - NON BEACON, LIBERTY 5" HOLE	N/A
70003929	DASH PANEL - NON BEACON, LIBERTY 4-HOLE	N/A
70003993	DASH PANEL - CALIBER, CURLEY MAPLE	N/A
70003995	PANEL - 386 GRAPH, GAUGE ,SPINCASTE	N/A
70003996	PANEL - 788 GRAPH, GAUGE ,SPINCASTE	N/A
70003997	PANEL - GARMIN GRAPH, GAUGE ,SPINCA	N/A
70003998	PANEL - 386 GRAPH,CARBON GA.,SPINCS	N/A
70003999	PANEL - 788 GRAPH,CARBON GA.,SPINCS	N/A
70004000	PANEL - GARMIN GRAPH,CARBON GA,SPNC	N/A
70004001	PANEL - 3" X 4.5" AERATOR CARBONFIB	N/A
70004004	TWIN CONSOLE COVER - CREAM/S-SERIES	N/A
70004005	SPEAKER BOX - VAC w/CUPHOLDER CREAM(BLNK	N/A
70004006	SPEAKER BOX - VAC w/CUPHOLDER STONE(BLNK	N/A
70004018	PANEL - FILLER,PORT DASH,S-SERIES	N/A
70004019	DASH PANEL - LIBERTY, GAUGE, BLANK- BEAC	N/A
70004019-1	DASH PANEL - LIBERTY, GAUGE, BLANK	N/A
70004060	SUPPORT BLOCK - MIRAGE CHRM CUSHION	N/A
70004202	DASH PANEL - CALIBER, DYN. BLUE	N/A
70004273	PANEL - LEGACY GAUGE ,SPINCASTER	N/A
70004274	PANEL - CARBON FIBER GAUGE ,SPINCAS	N/A
70004277	PANEL - RADIO/SWITCH, SPINCAST BLNK CARB	N/A
70004278	PANEL POCKET - SPINCASTER BLANK	N/A
70004279	PANEL - DASH, SPINCASTER BLANK	N/A
70004286	PANEL - RADIO/SWITCH, SPINCAST BLNK CURL	N/A
70004633	PANEL - DASH, SPIN, BLANK, BIRCHWOOD	N/A
70004633-1	PANEL - DASH, SPIN, 53dv, BIRCHWOOD	N/A
70004633-2	PANEL - DASH, SPIN, 53dv, 5" GA, BIRCH	N/A
70004633-3	PANEL - DASH, SPIN, STRIKER 5, BIRCHWOOD	N/A
70004633-4	PANEL-DASH, SPIN, STRIKER 5, 5"GA, BIRCH	N/A
70004634	PANEL - PORT SWITCH, SPIN, BLANK, BIRCH	N/A
70004634-1	PANEL - PORT SWITCH, MA400, SPIN, BIRCH	N/A
70004634-2	PANEL - PORT SWITCH, PA4A, SPIN, BIRCH	N/A
70004635	PANEL - STBD SWITCH, POCKET, SPIN, BIRCH	N/A
70004636	PANEL - DASH, SPIN, BLANK, SILVER KEVLAR	N/A
70004636-1	PANEL - DASH, SPIN, 53dv, SILVER KEVLAR	N/A
70004636-2	PANEL - DASH, SPIN, 53dv, 5"GA, SILVER K	N/A
70004636-3	PANEL - DASH, SPIN, STRIKER 4,SILVER KEV	N/A
70004636-4	PANEL-DASH, SPIN, STRIKER4, 5"GA, SILVER	N/A
70004637	PANEL - PORT SWITCH, SPIN, BLANK, SILVER	N/A
70004637-1	PANEL - PORT SWITCH, MA300, SPIN, SILVER	N/A
70004637-2	PANEL - PORT SWITCH, PMX-2, SPIN, SILVER	N/A
70004642	CONSOLE - ADVANTAGE, CREAM	N/A
70004643	CONSOLE - ADVANTAGE, STONE	N/A
70004644	PANEL -STBD SWITCH, POCKET, SPIN, SILVER	N/A
70004657	PANEL - ADVANTAGE, SWITCH, BLK PEARLWOOD	N/A
70004658	PANEL - ADVANTAGE, GAUGE, BLK PEARLWOOD	N/A
70004661	PANEL-ADVANTAGE, PORT SWITCH, BLANK, BLK	N/A
70009903	ACCENT PANEL SET, ATOMIC RED-ECHO	N/A
70009958	DASH PANEL ACCENT SET, LIB SPT - CHAMP/R	N/A
70009959	TABLE, ROUND - BIRCHWOOD, 2017	N/A
70009960	TABLE, SLIM - BIRCHWOOD, 2017	N/A
70010078	PANEL SUBSTRATE KIT, LIBERTY DLX	N/A
77002020	STEERING WHEEL BLACK POLISH	N/A
77002045	PULL - DRAWER, 4", BRUSHED ALUMINUM	N/A
77002265	SPRING - GAS BRKT SMALL SS	N/A
77002303	HELM GAUGE PANEL-ADVANT.III,CFWD-PB	N/A
77002304	HELM SWITCH PANEL-ADVANT.III,CFW-PB	N/A

Description	abbreviation	tool number
COUCH - 9" FILLER SECTION	9	TR00080
20" STRAIGHT	20	TR00093
COUCH ASSM HB 22"	22	TR00065
26" STRAIGHT	26	TR00096
COUCH ASSEMBLED 28"	28	TR00059/TR00060
COUCH ASSM HB 33"	33	TR00066
35" STRAIGHT	35	TR00098/TR00099
COUCH HB 36"	36/36S	TR00067
38" STRAIGHT	38	TR00097
COUCH ASSM HB 44"	44	TR00068/TR00069
29" LG RADIUS CORNER	29R	TR00094
29-4" RADIUS CORNER	29S	TR00095
COUCH CORNER 24" LEFT	L4	TR00061
COUCH CORNER 32" LEFT	L3	TR00064
18" CORNER W/ 20" EXT, PORT	L18	TR00117
CHANGING ROOM LEFT	LA/RA	TR00083
OTTOMAN - NO FOAM	OTTOMAN	TR00052/TR00112
LOUNGE ARM/CHANGING ROOM LT	LACH	TR00083/TR00084/TR00085
LOUNGE ARM/CHANGING ROOM RT	LACH	TR00086/TR00087/TR00088
COUCH CHAISE LOUNGE LEFT	LL	TR00056/TR00057
MINI LEFT RECLINER	LMR/LMRT	TR00100/TR00101/TR00102/TR00103
CHAISE XL LOUNGE ARM LEFT 08	LX/LXT	TR00077/TR00078
COUCH HB ROUND CORNER	MC	TR00070/TR00071/TR00072
COUCH 35" STAND CRNR INSERT	PC	TR00075
COUCH CORNER 24" RIGHT	R4	TR00062
18" CORNER W/ 20" EXT, STBD	R18	TR00116
CHANGING ROOM RIGHT	RA/LA	TR00086
COUCH CHAISE LOUNGE RIGHT	RL/RLT	TR00058/TR00059
MINI RIGHT RECLINER	RMR/RMRT	TR00104/TR00105
CHAISE XL LOUNGE ARM RIGHT 08	RX	TR00079
CHAISE XL LOUNGE ARM 08 RIGHT	RX	TR00079
COUCH SUNDECK 2003	SUNDECK	TR00074
ROTO SUNDECK 10' FABRICATED	SUNDECK 10'	TR00082
CHANGE ROOM SEAT BASE A LG	CH A	TR00089/TR00090
CHANGE ROOM SEAT BASE B SM	CH B	TR00091/TR00092
ARMREST MOBILE 2011	MOBILE ARMREST	vac tool armrest mobile 2011
SEAT BASE 22"	SB22	VAC TOOL
SEAT BASE 24" CURVED LEFT	SB24LC	VAC TOOL
SEAT BASE 24" CURVED RIGHT	SB24RC	VAC TOOL
SEAT BASE 28"	SB28	VAC TOOL
SEAT BASE - 32" CURVE RIGHT/LEFT 08	SB32RC	VAC TOOL
SEAT BASE 33"	SB33	VAC TOOL
SEAT BASE 36"	SB36	VAC TOOL
SEAT BASE 44"	SB44	VAC TOOL
WEERES TOOLING	WRS	Weeres/Palm Beach tooling
Various filler tools (roto/vac)	Filler	Various vac/roto tooling

<b>CHARLESTON CORPORATION</b> <b>PO BOX 638</b> <b>Elkhart, IN 46515</b>  <b>(574) 546-5222</b>	Product Part #	Tooling Used to Produce the Following	Tool #
	70003867-2	CONSOLE - CALIBER, CAP ONLY	N/A
	70003867-3	CONSOLE - CALIBER, GAUGE PANEL ONLY	N/A
	70003867-4	CONSOLE - CALIBER, RADIO PANEL ONLY	N/A
	70003867-5	CONSOLE - CALIBER, RADIO TRIM ONLY	N/A
	70003867-6	CONSOLE - CALIBER, SWT PANEL ONLY	N/A
	70003867-7	CONSOLE - CALIBER, CHROME SWT TRIM	N/A
	70003867-8	CONSOLE - CALIBER, WINDSHIELD ONLY	N/A
	70004663	POCKET - ECHO, ABS, CREAM	N/A
	70004664	POCKET - ECHO, ABS, STONE	N/A
	70004665	TRAY - UPPER, ECHO, ABS	N/A
	70004666-1	DOOR - GLOVE BOX, ECHO	N/A
	70004666-2	TUB - GLOVE BOX, ECHO	N/A
	70004666-3	FRAME - DECORATIVE, GLOVE BOX, ECHO	N/A
	70004666-4	PANELS - ACCENT, GLOVE BOX, FRAME, ECHO	N/A

<b>SUNRISE FIBERGLASS CORP.</b> <b>5175 260TH ST</b> <b>WYOMING, MN 55092</b>  <b>(651) 462-5313</b>	Product Part #	Tooling Used to Produce the Following	Tool #
	50006560C	FIBERGLASS - ISLAND BAR CREAM 2015	N/A
	50006793C	FIBERGLASS - HATCH COVER GRANDVIEW	N/A
	70004071	FIBERGLASS - VELOCITY BOW,EBONY	N/A
	70004077	FIBERGLASS - VLCTY PORT REAR EBONY	N/A
	70004083	FIBERGLASS - VLCTY STAR REAR EBONY	N/A
	50006792C	FIBERGLASS - DECK GRANDVIEW 10'WIDE	N/A
	70004105	FIBERGLASS - BOW HATCH VELOCITY,EBONY	N/A
	70004163	FIBERGLASS - ESCALANTE,SG, STONE	N/A
	70004165	FIBERGLASS - ESCALANTE,CHNGRM,STONE	N/A
	70004167	FIBERGLASS - ESCALANTE,UTILITY DOOR, STO	N/A
	<b>Retired</b>		
	50006875M	FIBERGLASS - SPIRIT PLATFORM,MOONRK	N/A
	50002074D	FIBERGLASS - 6"RAISED PLATFORM,DARK	N/A
	50006875	FIBERGLASS - SPIRIT PLATFORM,PEARL	N/A
	50002153	SLIDE - 12' MOONROCK	N/A
	50006310C	FIBERGLASS - CARRIBEAN,W/GRANITE CR	N/A
	50006508D	FIBERGLASS - ROYAL CONSOLE MOONROCK	N/A

<b>Marinetech Products Inc.</b> <b>1360 East County Road E.</b> <b>Vadnais Heights, MN 55110</b>  <b>(651) 486-2010</b>	Product Part #	Tooling Used to Produce the Following	Tool #
	1DST93001	DOOR STOP- PORT PLASTIC	N/A
	1DST93002	DOOR STOP- STARBOARD PLASTIC	N/A
	30000253	GATE - ANTI-PINCH	N/A
	30000288	GATE BRACE - LEFT HAND POLISHED	N/A
	30000289	GATE BRACE - RIGHT HAND POLISHED	N/A
	30000775	NAME PLATE - PREMIER	N/A
	60001306	BRACKET - BIMINI CASTING,LARGE "H"	N/A
	60001307	BRACKET - BIMINI CASTING,SMALL "R"	N/A
	60001308	BRACKET - BIMINI CASTING, BIG "R"	N/A
	60001309	BRACKET - BIMINI CASTING, SMALL "H"	N/A
	<b>Retired</b>		
	1CCP01007	CORNER CASTING - REAR PORT	N/A
	1CCP01008	CORNER CASTING - REAR STRB	N/A
	1CCP99002	CORNER CASTING - STB FRONT	N/A
	1CCP99003	CORNER CASTING - PORT FRONT	N/A
	20001894	CORNER CASTING - STB FRONT PLATED	N/A
	20001895	CORNER CASTING - PORT FRONT PLATED	N/A
	20001896	CORNER CASTING - PORT REAR PLATED	N/A
	20001897	CORNER CASTING - STB REAR PLATED	N/A
	20001922	CORNER CASTING - TRANSOM, PLATED	N/A
	60000287	BIMINI - QUICK RELEASE, LEG END	N/A

	70002280	LADDER - 5-STEP ,PREMIER	N/A
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<b>Moeller Marine Products</b> <b>801 NORTH SPRING ST</b> <b>SPARTA, TN 38583</b>  <b>(401) 596-2817</b>	<b>Product Part #</b>	<b>Tooling Used to Produce the Following</b>	<b>Tool #</b>
	70003920	FUEL TANK-31 GAL,WATERBLADE TRANSOM	N/A
	70004059	FUEL TANK - 20 GAL.WATERBLADE TRANS	N/A
	70004296	FUEL TANK - 33 GAL. ROTO, EPA	N/A
	<b>Retired</b>		
	70000001	FUEL TANK- 30 GAL.(SUNDECK)	N/A

  

<b>RAO Manufacturing Company</b> <b>200 Mississippi St. NE</b> <b>Minneapolis, MN 55432-4396</b>  <b>(763) 571-3666</b>	<b>Product Part #</b>	<b>Tooling Used to Produce the Following</b>	<b>Tool #</b>
	10000999B	ALUM BULKHEAD - 25",STAMPED	N/A
	10000999E	ALUM ENDCAP - 25",STAMPED	N/A
	10001010B	ALUM BULKHEAD - 27",STAMPED	N/A
	10001010E	ALUM ENDCAP - 27",STAMPED	N/A
	10003244	BRACKET-25" DIA.@ 32",2011	N/A
	<b>Retired</b>		
	10001028B	ALUM BULKHEAD - 23",STAMPED	N/A

  

<b>Sharpline Converting, Inc</b> <b>1520 South Tyler Road</b> <b>Wichita, KS 67209</b>  <b>(808) 888-4888</b>	<b>Product Part #</b>	<b>Tooling Used to Produce the Following</b>	<b>Tool #</b>
	30005508	GRAPHICS - "PREMIER",SMALL,SL-24	N/A
	30005509	GRAPHICS - "PREMIER",LARGE,SL-24	N/A
	30006138	GRAPHICS - PTX, SL24 CHROME	N/A
	30006182	GRAPHICS - SS LOGO, SL-24 CHROME	N/A
	30006183	GRAPHICS - SMALL SPEAR,P & S, SL-24	N/A
	30005543	LOGO - PREMIER CREST	N/A

  

<b>Ameri-Kart Corp.</b> <b>17196 State Rd. 120</b> <b>Bristol, IN 46507</b>  <b>(574) 848-7462</b>	<b>Product Part #</b>	<b>Tooling Used to Produce the Following</b>	<b>Tool #</b>
	70002967	FUEL TANK- 23 GAL,EPA NONPERMEABLE	N/A
	70002970	FUEL TANK- 47 GAL,EPA NONPERMEABLE	N/A
	70002967	FUEL TANK- 23 GAL,EPA NONPERMEABLE	N/A
	70003352	FUEL TANK- 25 GAL,EPA NONPERMEABLE	N/A
	70003795	ROTO - LIVEWELL, SPINCASTER	N/A
	<b>Retired</b>		
	70002966	FUEL TANK- 28 GAL,EPA NONPERMEABLE	N/A
	70002968	FUEL TANK- 21 GAL,EPA NONPERMEABLE	N/A
	70002969	FUEL TANK- 30 GAL,EPA NONPERMEABLE	N/A
	70002970	FUEL TANK- 47 GAL,EPA NONPERMEABLE	N/A
	70008018	FUEL TANK- 33 GAL.(SUNDECK)	N/A

  

<b>Cast Products, Inc.</b> <b>18676 N. Jefferson St.</b> <b>Athens, AL 35612</b>  <b>(256) 233-1500</b>	<b>Product Part #</b>	<b>Tooling Used to Produce the Following</b>	<b>Tool #</b>
	20002000	CORNER CAST - ALUMINUM, BOW PORT	N/A
	20002001	CORNER CAST - ALUMINUM, BOW STAR	N/A
	20002002	CORNER CAST - ALUMINUM, AFT	N/A
	20002003	CORNER CAST - ALUMINUM, TRANSOM	N/A
	20002037	CORNER CAST - PALM BEACH REAR, 2014	N/A
	20002038	CORNER CAST - PALM BEACH FRONT,2014	N/A
	20002043	CORNER CAST, ALUMINUM, INNER TRANSOM	N/A
	20002599	CORNER CASTING - SIDE, VELOCITY	N/A
	20002600	CORNER CASTING - BOW, VELOCITY	N/A
	20002929	2017 SKI TOW BAR MOUNT TRIM COVER	N/A
	70004631	HOUSING - LOWER DASH SHROUD, LIBERTY DLX	N/A
	70004632	HOUSING - UPPER DASH SHROUD, LIBERTY DLX	N/A

<b>Aubright, Inc.</b> <b>6305 GLENN CARLSON DR.</b> <b>ST. CLOUD, MN 56301</b>  <b>(320) 252-8810</b>	<b>Current</b>	
	70004625	WINDSHIELD - LIBERTY DELUXE, 2017
	70003877	WINDSHIELD - SPINCASTER,LT.TINT
	70004400	WINDSHIELD VELOCITY TENTED
	70003860	WINDSHIELD - LIBERTY, 2015
	<b>Retired</b>	
	70000834	WINDSHIELD - 04-10 SPORT II
	70001216	WINDSHIELD - CROWN
	70001921	WINDSHIELD - ULTRA II FULL 08
	70002370	WINDSHIELD - VISION 2009
	70002636	WINDSHIELD - CADET, 2010
	70002835	WINDSHIELD - ECLIPSE
	70003637	WINDSHIELD - SPIRIT, 2014
	70002553	WINDSHIELD - BEAR CONSOLE 2010
	70002840	WINDSHIELD - ADVANTAGE
	70003064	WINDSHIELD - ANGLER II, 2012
	70009902	WINDSHIELD-ENSIGN II DARK TINT

<b>PLASTECH CORPORATION</b> <b>920 SOUTH FIELD AVE.</b> <b>RUSH CITY, MN 55069</b>  <b>(651) 407-5700</b>	<b>Current</b>	
	70003758	SPEAKER ENCLOSURE - INJECTION MOLD
	70004303-1	DURO RAIL, FASTENER COVER, END CAP, LEFT
	70004304-1	DURO RAIL,FASTENER COVER,END CAP,RT,'17
	30006127	GATE PLUG - DURO RAIL, LEFT
	30006128	GATE PLUG - DURO RAIL, RIGHT

<b>Astro Plastics</b> <b>16350 Asher Ave.</b> <b>PO Box 459</b> <b>Rosemount, MN 55068</b>  <b>(651) 322-1055</b>	<b>Current</b>	
	1EXT98001.125	J-CLIP DUAL DUROM 1.25" (SMALL)
	1EXT98001.25	J-CLIP DUAL DUROM 2.5" (LARGE)
	1EXT98001-102	J-CLIP EXT., DUAL DUROM. 102" INCH LONG
	1EXT98001-16	J-CLIP EXT., DUAL DUROM. 16" INCH LONG
	60001079	BIMINI/RAIL CLIP - PVC, 3.5" LONG
	<b>Retired</b>	
	1EXT00007	EXTRUSION- 368" PVC GUNWALE
	1EXT01010	EXTRUSION- 272" PVC INSERT
	1EXT01011	EXTRUSION- 312" PVC INSERT
	1EXT98001	EXTRUSION- J-CLIP DUAL DUROM. 24"
	1EXT99005	EXTRUSION- J-CLIP FOR HARDTOP

<b>TRI-PLASTICS INC</b> <b>4751E CR 2100N</b> <b>DALE, IN 47546</b>  <b>(812) 937-9833</b>	<b>Current</b>	
	70002343	DOOR - RECTANGLE FLAT FOAM,MOONROCK
	70002344	DOOR - CURVED,IMPERIAL GALLEY,2011
	70002349	DOOR - HELM SINK,CURVED,MOONROCK
	70004246	Door-Cooler,S Series Foam
	<b>Retired</b>	
	70001822	PANEL - DRAWER FRONT,INTRIGUE,GREY
	70001932	DASH CAP - '08' FOAM,MOONROCK
	70002279	HELM CAP - 2007 ANGLER/GRAPH
	70002341	DOOR - RADIO/GLOVE BOX PUTTY
	70002342	DOOR - LARGE CURVED FOAM,MOONROCK
	70002345	DOOR - DRAWER FRONT,CURVED,MOONROCK
	70002346	DOOR - HELM,TALL,CURVED,MOONROCK
	70002347	DOOR - HELM,SHORT,CURVED,PUTTY
	70002348	DOOR - CURVED,MOONROCK,21-1/4" X 12
	70002352	DOOR - COOLER LID,CURVED,PUTTY
	77000526	PLUG - 1-1/4" SQUARE, BLK END CAP

ITC Incorporated 230 E. Lakewood Blvd. Holland< MI 49422  (616) 396-1355	Current	
	70003842	LIGHT HOUSING - STBD,GRN/NAV,DOCK
	70003843	LIGHT HOUSING - PORT,RED/NAV,DOCK

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In re:

Case No. 17-32006

PREMIER MARINE, INC.,

Chapter 11

Debtor.

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**MEMORANDUM OF LAW**

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This memorandum of law is submitted in support of the Debtor's Motion for Interim and Final Orders Authorizing Use of Cash Collateral and Granting Adequate Protection. A preliminary hearing has been scheduled for **2:30 p.m. on June 22, 2017**. A final hearing is scheduled on **July 11, 2017 at 10:00 a.m.**

**FACTS**

The factual basis for this memorandum are set forth in the verified Motion and incorporated herein. All capitalized terms not defined herein have the meaning ascribed in the Motion.

**LEGAL ARGUMENT**

11 U.S.C. §363(c)(2) provides that a debtor may use cash collateral only with the consent of each entity that has an interest in such cash collateral, or if the court, after notice and a hearing, authorizes such use. Use of cash collateral must be restricted or conditioned as is necessary to provide adequate protection to any entity that has an interest in the property which the Debtor proposes to use. 11 U.S.C. §363(e). In this case, the Debtor proposes to use cash collateral through July 15, 2017, to the extent necessary to operate the business in the ordinary course according to the Budget attached to the Motion as Exhibit A. As adequate protection, the Debtor proposes to



provide replacement liens and reporting of information to secured parties. The Debtor also proposes to make certain interest and principal payments to secured parties.

The Eighth Circuit Court of Appeals has stated:

In any given case, the bankruptcy court must necessarily (i) establish the value of the secured creditor's interest, (ii) identify the risk to the secured creditor's value resulting from the debtor's request for use of cash collateral, and (iii) determine whether the debtor's adequate protection proposal protects value as nearly as possible against risks to that value consistent with the concept of indubitable equivalence.

*In re Martin*, 761 F.2d 472, 476-77 (8th Cir. 1985). The adequate protection offered by the Debtor satisfies the Bankruptcy Code requirements for adequate protection.

The Debtor has the right to demand turnover of its property in the possession of third parties pursuant to 11 U.S.C. §542. However, any third party with a possessory or other lien in property of the Debtor in the creditor's possession is entitled to adequate protection of its interest. See *United States v. Whiting Pools, Inc.*, 462 U. S. 198, 207 (1983). Failure of a creditor to turnover property of the estate in the face of a demand constitutes a violation of the automatic stay and entitles the Debtor to damages. *See In re Knaus*, 889 F.2d 773, 774 (8<sup>th</sup> Cir. 1989). The Debtor is not required to commence an adversary proceeding or obtain an order prior to being entitled to turnover of property of the estate. *Id.* Finally, the creditor must return the property to the Debtor before seeking adequate protection. *Id.* Notwithstanding the foregoing, the Debtor intends to offer replacement liens to the Vendors as adequate protection to avoid unnecessary litigation and seeks authority, but not the obligation, to grant adequate protection in the form of replacement liens of the same value, priority and validity to any party in possession of property of the estate as adequate

protection and contends that such offer satisfies the requirements of adequate protection required by *Whiting Pools*.

### **CONCLUSION**

The Debtor respectfully requests that an order be entered granting this Motion authorizing the use of cash collateral in accordance with the terms of the Budget attached to the Motion and authorizing the Debtor to grant replacement liens as adequate protection as set forth in the Motion.

Dated: June 20, 2017

RAVICH MEYER KIRKMAN McGRATH  
NAUMAN & TANSEY,  
A PROFESSIONAL ASSOCIATION

By /e/ Michael F. McGrath #168610  
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ATTORNEYS FOR DEBTOR

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Case No. 17-32006

PREMIER MARINE, INC.,

Chapter 11

Debtor.

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**ORDER AUTHORIZING INTERIM USE OF CASH COLLATERAL  
AND GRANTING ADEQUATE PROTECTION**

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This case came on for hearing on the Debtor's Motion for Expedited Hearing and for Interim and Final Orders Authorizing Use of Cash Collateral and Granting Adequate Protection. Based on the Motion and the file and having determined that the Debtor's offer of adequate protection constitutes adequate protection of the secured party's interest under 11 U.S.C. §§ 361 and 363,

**IT IS ORDERED:**

1. The Debtor's Motion is granted.
2. The Debtor's request for expedited relief is granted.
3. The Debtor is authorized to use cash collateral in accordance with the terms of the Budget attached to the Motion through July 15, 2017 in an amount not to exceed \$4,348,782.

4. The Debtor is authorized and directed to grant adequate protection to American Bank of the North, Trusek, LLC, Wells Fargo Equipment Finance, LLC, Ford Motor Credit, TD Auto Finance and Northpoint Commercial Finance, LLC on the terms as set forth in the Motion. The replacement liens granted by the Debtor to American Bank of the North, Trusek, LLC, Wells Fargo Equipment Finance, LLC, Ford Motor Credit, TD Auto Finance and the Vendors shall have

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the same dignity, priority and effect as American Bank of the North, Trusek, LLC, Wells Fargo Equipment Finance, LLC, Ford Motor Credit, TD Auto Finance and the Vendors prepetition interests, provided further, that such replacement liens shall not attach to avoidance actions or other actions under Chapter 5 of the Bankruptcy Code or any proceeds or recoveries there from.

5. The Debtor is authorized to perform its obligations under the Northpoint Cash Collateral Agreement pending mutual termination of further order of the Court; and

6. The Court will hold a **final hearing** on the Motion on **July 11, 2017 at 10:00 a.m.** This Order is without prejudice to American Bank of the North, Trusek, LLC, Wells Fargo Equipment Finance, LLC, Ford Motor Credit and TD Auto Finance rights respecting the determination of adequate protection of its respective interests at the final hearing.

Dated:

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Katherine A. Constantine  
United States Bankruptcy Judge